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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

ULISES ALVAREZ, individually and on
behalf of all other similarly situated
persons,

Plaintiffs,

vs.

UPLAND VINEYARDS L.L.C.,

Defendant.

CLASS ACTION

No. 1:15-cv-03185

**STIPULATION OF
SETTLEMENT AND RELEASE
BETWEEN PLAINTIFFS AND
DEFENDANT**

This Stipulation of Settlement and Release (“Stipulation of Settlement” or “Settlement Agreement”) is made and entered into on December 30, 2015 by and between Plaintiff ULISES ALVAREZ (“Plaintiff”), individually and on behalf of all other similarly situated persons, and Defendant UPLAND VINEYARDS L.L.C. (“Defendant” or “Upland”), and is subject to the terms and conditions hereof and the approval of the Court. Plaintiff and other members of the purported class (Plaintiffs) and Defendant are referenced collectively herein as “the Parties.”

BACKGROUND AND RECITALS

1
2 1. On October 20, 2015, Plaintiff filed a proposed Class Action
3 Complaint in the United States District Court for the Eastern District of
4 Washington (the “Action”). Plaintiffs are migrant and seasonal farmworkers who
5 were employed by the Defendant to pick cherries in 2014. Plaintiffs allege they
6 were discharged by their former employer, Upland Vineyards, in retaliation for
7 joining together to enforce Upland’s promised piece-rate after the Defendant
8 orally advised them the piece-rate would be reduced. Plaintiffs sought redress
9 under federal and state law.
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12 2. Defendant denies Plaintiffs’ allegations. Defendant contends
13 Plaintiffs voluntarily quit when Defendant would not meet their piece-rate
14 demands. Defendant contends the reduction in piece rate resulted in an increase in
15 equivalent hourly wages.
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18 3. Plaintiffs allege multiple violations of the Migrant and Seasonal
19 Agricultural Workers Protection Act, 29 U.S.C. §§ 1801 et seq. (“AWPA”)
20 including, discharging class members for exercising their rights under AWP and
21 breaching the working arrangement by unilaterally lowering promised piece rates.
22 Plaintiffs also assert an overlapping state law claim under Washington’s Little
23 Norris La Guardia Act, RCW 49.32.020, which protects workers who engage in
24 “self-organization or other concerted activities.”
25
26

1 4. Plaintiffs also allege Upland failed to pay Plaintiffs for rest periods
2 that were not provided. Plaintiffs sought compensation for unpaid rest breaks
3 during the 2012 and 2013 seasons and the 2014 cherry harvest under AWP and
4 Washington wage laws.
5

6 5. Defendant denies liability for the rest break claims. Defendant
7 contends rest breaks were consistently provided in the manner expressly required
8 by law, and that rest breaks were compensated in a manner consistent with
9 industry practices.
10

11 6. The Complaint alleges seven causes of action: (1) Violations of
12 AWP (29 U.S.C. §1855(a)) – Retaliation; (2) Violations of AWP (29 U.S.C.
13 §1822(c) and 1832(c)) – Breach of Working Arrangement; (3) Violations of
14 AWP (29 U.S.C. §1822(a) and §1832(a)) – Failure to Pay Wages When Due; (4)
15 Violations of AWP (29 U.S.C. §1831(c)(1) and §1821(d)(1)) – Failure to
16 Maintain Accurate Payroll Records; (5) Violations of RCW 49.32.020 –
17 Interference with Concerted Activity; (6) Violations of RCW 49.46.90 – Failure
18 to Pay for Rest Periods pursuant to WAC 296-131-020(2); (7) Violations of RCW
19 49.52.050 – Willful Refusal to Pay Wages.
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23 7. Plaintiff Alvarez (“Representative Plaintiff”) brought the Action as a
24 class action on his own behalf and on behalf of a class of persons similarly
25 situated pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure,
26

1 consisting of all migrant and seasonal farm workers employed as cherry pickers at
2 Upland in 2014 who were discharged on June 10th, 2014.

3 8. For purposes of this Settlement Agreement, the "Settlement Class"
4 consists of all Settlement Class Members who do not opt out of the Settlement
5 Agreement. "Settlement Class Members" shall be defined as follows:
6

7
8 All migrant and seasonal farm workers employed as
9 cherry pickers at Upland in 2014 whose employment
10 was terminated on June 10th, 2014.
11

12 The parties agree there are sixty-seven (67) Settlement Class Members
13 (Exhibit "A"). Defendant denies that any employee was involuntarily terminated,
14 but otherwise agrees with the class definition and agrees with Plaintiff regarding
15 the members of the class.
16
17

18 9. Plaintiffs' Complaint seeks statutory damages under AWPB, unpaid
19 wages and interest under the Washington Minimum Wage Act ("MWA") and
20 WAC 296-131-020, exemplary damages under RCW 49.52.070, and reasonable
21 attorneys' fees and costs associated with the Action. Plaintiffs also seek
22 injunctive relief and compensatory damages for the Plaintiff under RCW
23 49.32.020.
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1 10. The Parties participated in settlement negotiations from August to
2 November of 2015. Defendant produced over 280 pages of documents and data
3 for Plaintiff to review. In person meetings between counsel for the parties
4 occurred on August 13, 2015 and November 4, 2015. Counsel for the parties
5 communicated through letters, e-mail, and by phone on numerous occasions.
6 Counsel exchanged multiple offers and counter offers that were reviewed with
7 their clients. At all times, the negotiations leading to this Stipulation of Settlement
8 have been adversarial, non-collusive, and at arm's length.
9

10 11. Sixty-seven Settlement Class Members have been identified based
11 on Plaintiffs review of "Employee Period Work Reports" provided by Defendant.
12 For purposes of settling the Action only, the Parties conditionally stipulate and
13 agree that the requisites for establishing class certification with respect to the
14 Settlement Class are met, and therefore, stipulate to class certification. More
15 specifically, the Parties conditionally stipulate and agree for purposes of settling
16 the Action only that:
17

- 18 a. The Settlement Class is so numerous as to make it
19 impracticable to join all Class Members.
20 b. There is an ascertainable Settlement Class.
21 c. There are common questions of law and fact including, but not
22 necessarily limited to, the following:
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1 1. Whether Upland or its agents discharged workers who
2 engaged in concerted activity during the 2014 cherry harvest;

3 2. Whether Upland or its agents retaliated against workers
4 after they joined together to protect their workplace rights during the 2014 cherry
5 harvest;
6

7 3. Whether Upland or its agents breached the working
8 arrangement during the 2014 cherry harvest by unilaterally lowering the promised
9 piece rate;
10

11 4. Whether Upland or its agents failed to provide rest
12 breaks for Plaintiffs who performed piece-rate work during the 2014 cherry
13 harvest or at any time during the 2013 and 2012 seasons;
14

15 5. Whether Upland or its agents failed to compensate
16 missed rest breaks for Plaintiffs who performed piece-rate work during the 2014
17 cherry harvest or at any time during the 2013 and 2012 season;
18

19 6. Whether Upland or its agents failed to compensate
20 missed rest breaks for Plaintiffs who performed piece-rate work during the 2014
21 cherry harvest or at any time during the 2013 and 2012 season.
22

23 d. The claims of the Representative Plaintiff are typical of the
24 claims of the members of the Settlement Class.
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1 e. David Solis, Lori Jordan Isley, and Joachim Morrison of
2 Columbia Legal Services should be deemed “Class Counsel” and will fairly and
3 adequately protect the interests of the Settlement Class.
4

5 f. The prosecution of separate actions by individual members of
6 the Settlement Class would create the risk of inconsistent or varying
7 adjudications, which would establish incompatible standards of conduct.
8

9 g. Questions of law and fact common to the members of the
10 Settlement Class predominate over questions affecting individual members in the
11 Settlement Class and a class action is superior to other available means for the
12 fair and efficient adjudication of the controversy.
13

14 12. It is the desire of the Parties to fully, finally, and forever settle,
15 compromise, and discharge all disputes and claims of the sixty-seven settlement
16 class members arising from the Action related to the 2012, 2013, and 2014
17 seasons.
18

19 13. In order to achieve a full and complete release of Defendant for the
20 released disputes and claims (“Released Claims”), each Settlement Class Member
21 (which includes any legal heirs and/or successors-in-interest of each Settlement
22 Class Member), through execution of the Stipulation and Settlement by the Class
23 Representatives, acknowledges that this Stipulation of Settlement is intended to
24 include in its effect all Released Claims arising from the allegations in the
25
26

1 Complaint (limited to claims which arose between October 20, 2012 and June 10,
2 2014), including all claims set forth in Paragraph 20 of this Stipulation of
3 Settlement.
4

5 14. It is the intention of the Parties that this Stipulation of Settlement
6 shall constitute a full and complete settlement and release of all claims against
7 Upland asserted in the Complaint arising between October 20, 2012 and June 10,
8 2014.
9

10 TERMS OF SETTLEMENT

11 15. Settlement Payments. Defendant shall pay a total of \$90,000
12 (hereinafter the "Total Settlement Payment") to settle this action. Plaintiffs
13 propose (and Defendants do not object) to the following allocation of Settlement
14 Proceeds:
15

16 a. \$67,500 of the Total Settlement Payment shall be paid to the
17 Class Members (the "Class Payment"), as set forth below:
18

19 1. \$67,000 of the Class Payment shall be allocated
20 amongst Settlement Class Members according to the AWPAs statutory claims
21 asserted on their behalf pursuant to 29 U.S.C §1854(c)(1). If all sixty-seven (67)
22 putative class members file valid Claim Forms, each Class Member shall receive
23 a *minimum* of \$1,000 in statutory damages, although the Class Member with
24 claims in more than one season would receive more. If all putative class members
25
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1 do not file valid Claim Forms, the \$67,000 will be distributed equally among
2 those who do file a Claim Form, with the total amount of compensation per
3 Settlement Class Member to be determined based on the number of claimants.
4

5 2. Juan M. Roque is the only Settlement Class Member
6 who worked in more than one season based on Plaintiffs' review of Defendant's
7 payroll records. Mr. Roque shall receive an additional \$500 in AWPAs statutory
8 damages, should he file a valid Claim Form, to settle his allegation of failure to
9 pay wages when due and payroll recordkeeping from 2013. Should Mr. Roque
10 not file a claim, this amount will be distributed among those Settlement Class
11 Members who file a Claim Form in accordance with subsection 1.
12
13

14 b. Plaintiff Ulises Alvarez shall receive \$6,200 from the Total
15 Settlement Payment in non-wage compensatory/general damages in recognition
16 of the unique claims he asserted pursuant to RCW 49.32.020.
17

18 c. Class Counsel shall receive \$16,300 from the Total Settlement
19 Payment for statutory attorneys' fees and costs. Such fees and costs were pursued
20 under the Washington fee-shifting statutes applicable to Plaintiffs' claims, RCW
21 49.48.030, RCW 49.52.070, and RCW 49.46.090 (the "Attorneys' Fees and Costs
22 Payment"). The Attorneys' Fees and Costs Payment will compensate and
23 reimburse Plaintiffs' counsel for (1) the work already performed by Plaintiffs'
24 counsel in this case and all of the work remaining to be performed by Plaintiffs'
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1 counsel in documenting the settlement, securing Court approval of the settlement,
2 and making sure that the settlement is fairly administered and implemented, and
3 (2) all costs actually incurred and reasonably anticipated to be incurred by
4 Plaintiffs' counsel in litigating this Action and finalizing this settlement,
5 including the costs associated with providing notice of the settlement and claims
6 administration.
7
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9 16. Continuing Relief: Upland agrees to provide the following relief to
10 the Plaintiffs and Settlement Class Members:

11 a. Upland will observe its legal duty to honor the rights of
12 workers who engage in concerted activity and it will not engage in any retaliation
13 related thereto.
14

15 b. Upland will provide a copy of the negotiated Notice of Rights
16 (Exhibit "B") in English and in Spanish to each employee who is on the company
17 payroll on the date this Settlement Agreement is approved by the Court. Such
18 Notice of Rights shall be provided to such employees on the first pay day
19 following final approval of the Settlement.
20
21

22 c. Upland agrees to include a copy of the negotiated Notice of
23 Rights in English and in Spanish in the "new hire packets" to be distributed to all
24 new hires in 2016, including migrant and seasonal agricultural worker who return
25 to work in Upland in 2016 after having worked at Upland in a prior year.
26

1 d. Upland agrees to post a copy of the negotiated Notice of
2 Rights in English and in Spanish for at least one year following final approval of
3 Settlement. The Notice shall be posted at all locations where Upland provides
4 other written notices required by law.
5

6 17. Timing of Payment: Upland shall pay all monies within three
7 business days of the Approval Date outlined in paragraph 18.
8

9 18. Approval Date. The provisions of the settlement embodied in this
10 Settlement Agreement shall be considered finally approved when all of the
11 following events have occurred: (i) this Settlement Agreement has been executed
12 by all Parties and by counsel for the Parties; (ii) the Court has given preliminary
13 approval to the Settlement; (iii) reasonable class notice as required by Rule
14 23(e)(1) and as approved by the Court has been given, providing proposed
15 Settlement Class Members with an opportunity to submit claims, opt out of the
16 Settlement, or object to the settlement; (iv) the Court has held a formal fairness
17 hearing and entered a final order and judgment certifying the Settlement Class
18 and approving this Stipulation of Settlement. The approval date of the Settlement
19 (“Approval Date”) shall be the later of either (1) the expiration of the time for
20 filing an appeal from the Court’s entry of an order certifying the Settlement Class
21 and approving this Stipulation of Settlement (31 calendar days from entry of the
22 order) or (2) if a timely appeal is made, the date of the final resolution of that
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1 appeal and any subsequent appeals resulting in final judicial approval of the
 2 Settlement. If the Court fails to approve the Settlement, or if any appellate court
 3 fails to approve the Settlement, resulting in a failure to reach the Approval Date:
 4 (1) the Settlement Agreement shall have no force and effect and no Party shall be
 5 bound by any of its terms; (2) Upland shall have no further obligation to make
 6 any payments to the Settlement Class Members or Class Counsel based on this
 7 Settlement; (3) any preliminary approval order, final approval order and
 8 judgment, including any order regarding class certification, shall be vacated; and
 9 (4) the Settlement Agreement and all negotiations, statements and proceedings
 10 and data relating thereto shall be protected by Federal Rule of Evidence 408 and
 11 shall be without prejudice to the rights of any of the Parties, all of whom shall be
 12 restored to their respective positions in the action prior to the Settlement. No
 13 party shall appeal the Court's order on Settlement if the Court approves the
 14 Settlement as presented by Plaintiffs or as modified in a manner not prejudicial to
 15 that Party, as described in Paragraph 28 below.

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 21 19. Administration of Settlement Payments.

22 The parties agree that Columbia Legal Services will administer the settlement.

23 a. Calculation of Settlement Class Members' Payments. In
 24 consideration for settlement and a release of all claims of the Settlement Class
 25 against Defendant found in the complaint, each member of the Settlement Class
 26

1 who returns a valid and timely Claim Form ("Qualified Claimant") shall receive
2 at least \$1000 for their 2014 claims related to Upland's alleged breach of the
3 working arrangement and retaliation on June 10th, 2014, as well as those claims
4 related to the failure to provide paid rest breaks during the 2014 season. The
5 amount of \$67,000 will be distributed by Class Counsel equally among those who
6 file a Claim Form, with the total amount of compensation per Settlement Class
7 Member to be determined based on the number of claimants.
8
9

10 b. Only one Settlement Class Member, Juan M. Roque, has been
11 identified by Upland as having performed piece rate work of any kind in 2013.
12 Under the settlement proceeds distribution scheme proposed by Plaintiffs, Mr.
13 Roque would be eligible to receive additional compensation of \$500 for his
14 claims related to alleged failure to provide paid rest breaks during the 2013
15 season. Should Mr. Roque not file a claim, this amount will be distributed among
16 those Settlement Class Members who file a Claim Form for claims relating to the
17 2014 season, as described above. All thirteen Settlement Class Members
18 identified by Upland as having performed piece rate work of any kind for Upland
19 in 2012 had claims that fall outside the statute of limitations.
20
21

22 c. Upon execution of this Settlement Agreement, Defendant will
23 provide Class Counsel with the data and information necessary to provide class
24 notices. Specifically, Defendant will furnish Class Counsel with the name, last
25
26

1 known home or mailing address, any known telephone number, birthdate, and
2 dates of employment for each of the 67 Settlement Class Members (“Class Data
3 List”) identified in Exhibit A. Defendant will provide Class Counsel with the
4 Class Data List on an Excel spreadsheet.
5

6 d. Class Notice and Claim Forms. Due to the fact that migrant
7 and seasonal farmworkers tend to move often and may be difficult to locate,
8 combined with the fact the last known home or mailing address and telephone
9 number in Upland’s possession are likely to be over a year old, Plaintiffs propose
10 to include significant media efforts in their notice plan, in addition to notice by
11 mail, as the best practicable notice to the class. See Fed. R. Civ. 23(c)(2)(B).
12 Upland does not specifically endorse or approve of Plaintiffs’ media efforts, but
13 neither does it object to the notification scheme described below.
14
15

16 e. Upon the Court giving preliminary approval to the Settlement,
17 Class Counsel will mail a Class Notice and a Claim Form in Spanish and English
18 (“Notice Packet”) to the Settlement Class Members’ last known addresses, as
19 identified in the Class Data List. All mailings will be by first class mail.
20 Settlement Class Members will have 45 days from the initial mailing date to
21 submit Claim Forms by mail or in person to Class Counsel. If sent by mail, the
22 Claim Form must be postmarked on or before the deadline set forth in the Class
23 Notice. Settlement Class Members must supply their own postage when
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1 submitting a Claim Form to Class Counsel. Class Counsel shall also provide a
2 Notice Packet to any Settlement Class Member who contacts Class Counsel and
3 requests a Notice Packet.
4

5 To ensure that the maximum number of potential Settlement Class
6 Members have the opportunity to submit claims, Class Counsel propose:
7 providing daily radio announcements in Spanish for six weeks through KDNA,
8 91.9 FM in the Yakima Valley and thirty days of daily announcements through
9 Radio Bilingüe network stations in California and six other states; providing
10 written notice to be published weekly in Spanish in El Sol de Yakima for five
11 weeks; and arranging a meeting or meetings to answer Settlement Class
12 Member's questions and provide them with a Notice Packet and collect Claim
13 Forms.
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17 In the event of any dispute in regard to the Class Notice, the Claim Form,
18 or the calculation of award checks, counsel for the Parties shall meet and confer
19 in good faith to resolve the dispute, and if the Parties cannot resolve the dispute, it
20 will be decided by the Court.
21

22 **The Parties agree that no funds from the Class Payment will revert to**
23 **Defendant.**
24

25 f. **Right to Opt Out of Settlement.** The Class Notice provided to
26 Settlement Class Members will include the right of each individual Settlement

1 Class Member to opt out of the proposed Settlement. Any Settlement Class
2 Member who wishes to opt out of the Settlement must submit the Exclusion Form
3 to be provided in the Notice Packet or a written statement requesting exclusion
4 from the Settlement within 45 days after the date Notice Packets are initially
5 mailed to Settlement Class Members (“Objection/Exclusion Deadline Date”).
6 Such written request for exclusion must contain the full name, current home (or
7 mailing) address, and birthdate of the person requesting exclusion, and it must
8 include a check-mark in the box next to the statement “I wish to be excluded from
9 the settlement of the case entitled *Ulises Alvarez v. Upland Vineyards L.L.C.*,
10 Case No. 1:15-cv-03185.” The written request must be signed by the person
11 requesting exclusion, must be sent by mail to the Court at the specified address
12 set forth on the Class Notice and Exclusion Form, and must be postmarked on or
13 before the deadline set forth on the Class Notice and Exclusion Form. Settlement
14 Class Members must supply their own postage when mailing a request for
15 exclusion from the Settlement to Class Counsel. The date of the postmark on the
16 return mailing envelope shall be the exclusive means used to determine whether a
17 request for exclusion has been timely submitted. In the event of any dispute
18 concerning whether a Class Member has timely and properly opted out of the
19 Settlement, counsel for the Parties shall meet and confer in good faith to resolve
20 such dispute.
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1 None of the Parties shall take any action to encourage or persuade any
2 Settlement Class Member to opt out of the Settlement.

3 g. Right to Object to Settlement. The Class Notice provided to
4 Settlement Class Members will include the right of each individual class member
5 to object to the proposed Settlement. Any Settlement Class Member who wishes
6 to object to the Settlement must file with the Court and serve on counsel for the
7 Parties a written statement objecting to the Settlement. Such written statement
8 must be filed with the Court and served on counsel for the Parties no later than 45
9 days after the date the Notice Packets are mailed ("Objection/Exclusion Deadline
10 Date"). Class Members who fail to file and timely serve written objections in the
11 manner specified above shall be deemed to have waived any objections and shall
12 be foreclosed from making any objection (whether by appeal or otherwise) to the
13 Settlement and shall be bound by the terms of the Settlement.

14 **RELEASE BY THE CLASS**

15 20. Upon final approval by the Court, the Settlement Class, including
16 each Settlement Class Member who has not submitted a timely and valid written
17 request to opt out of the Settlement, will release, to the extent permitted by law,
18 Upland Vineyards L.L.C., from any and all claims asserted in the Complaint,
19 including: federal claims raised under AWP, 29 U.S.C. § 1855(a), 29 U.S.C. §
20 1822(a), 29 U.S.C. § 1832(a), 29 U.S.C. § 1822(c), 29 U.S.C. § 1832(c), 29

1 U.S.C. § 1821(d)(1), 29 U.S.C. § 1831(c)(1) and state claims raised under RCW
2 49.32.020, RCW 49.46.090, and RCW 49.52.050, that arose between October 20,
3 2012 and June 10, 2014. This release does not include any claims for retaliation
4 arising from the factual allegations alleged in the complaint that may have
5 occurred after June 10, 2014, including refusal to hire workers in later years,
6 seasons, or harvests, and future claims of retaliation for participating in this class
7 action lawsuit or benefitting from the agreed relief.
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10 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

11 21. The Parties shall promptly prepare and file with the Court a motion
12 for preliminary approval and determination by the Court as to the fairness,
13 adequacy, and reasonableness of this Settlement. The motion for preliminary
14 approval shall request entry of a preliminary order which would accomplish the
15 following:
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18 a. Define and certifying a Settlement Class under Federal Rule of
19 Civil Procedure 23 for all claims;
20

21 b. Appoint David Solis, Lori Jordan Isley, and Joachim Morrison
22 of Columbia Legal Services as Class Counsel;
23

24 c. Approving as to form and content the proposed Class Notice;

25 d. Approving as to form and content the proposed Claim Form;
26

1 e. Directing the dissemination of the Class Notice and Claim
2 Form to the Settlement Class Members;

3 f. Preliminarily approving the settlement subject only to the
4 objections of Settlement Class Members and final review by the Court;

5 g. Preliminarily approving Class Counsel's role in notifying class
6 members and administering the settlement;

7 h. Preliminarily approving Class Counsel's request for attorneys'
8 fees and litigation expenses subject to final review of the Court; and

9 i. Schedule a fairness hearing on the question of whether the
10 proposed Settlement, including payment of attorneys' fees and costs, should be
11 finally approved as fair, reasonable, and adequate as to the Settlement Class
12 Members.
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17 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

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19 22. Following final approval of the Settlement provided for in this
20 Stipulation of Settlement, Class Counsel will submit a proposed final order:

21 a. Approving the Settlement, adjudging the terms thereof to be
22 fair, reasonable, and adequate, and directing consummation of its terms and
23 provisions;
24

25 b. Approving Class Counsel's application for an award of
26 attorneys' fees and reimbursement of costs; and

1 c. Releasing all claims against Upland during the Settlement
2 Class Period except the excluded claims referenced in Paragraphs 20 above.

3 23. Plaintiffs will not be obligated to dismiss this case until after (1) the
4 Court issues an order of final approval of the Settlement; and (2) Upland has
5 made settlement payment as outlined in this Settlement Agreement.
6

7 **PARTIES' AUTHORITY**

8
9 24. The signatories hereto represent that they are fully authorized to
10 enter into this Stipulation of Settlement and bind the Parties to the terms and
11 conditions of this Settlement Agreement.
12

13 **MUTUAL FULL COOPERATION**

14 25. The Parties agree to fully cooperate with each other to accomplish
15 the terms of this Stipulation of Settlement, including but not limited to, execution
16 of such documents and to take such other action as may reasonably be necessary
17 to implement the terms of this Stipulation of Settlement. The Parties to this
18 Stipulation of Settlement shall use their best efforts, including all efforts
19 contemplated by this Stipulation of Settlement and any other efforts that may
20 become necessary by order of the Court, or otherwise, to effectuate this
21 Stipulation of Settlement and the terms set forth herein. As soon as practicable
22 after execution of this Stipulation of Settlement, Class Counsel shall, with the
23 assistance and cooperation of Defendant and its counsel, take all necessary steps
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1 to secure the Court's final approval of this Settlement. If the Court's approval of
2 this Settlement Agreement includes modifications of the Agreement that do not
3 prejudice any Party, each Party's remaining obligations and rights under the
4 agreement will survive the modifications and remain in effect.
5

6 **NO PRIOR ASSIGNMENTS**

7 The Parties hereto represent, covenant, and warrant that they have not directly or
8 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
9 encumber to any person or entity any portion of any liability, claim, demand,
10 action, cause of action, or right herein released and discharged except as set forth
11 herein.
12

13 **CONSTRUCTION**

14
15 26. The Parties hereto agree that the terms and conditions of this
16 Stipulation of Settlement are the result of lengthy, intensive, arm's-length
17 negotiations between the Parties. The Parties further agree that this Stipulation of
18 Settlement shall not be construed in favor of or against any party by reason of the
19 extent to which any party or party's counsel participated in the drafting of this
20 Stipulation of Settlement.
21
22

23 **CAPTIONS AND INTERPRETATIONS**

24
25 27. Paragraph titles or captions contained herein are inserted as a matter
26 of convenience and for reference, and in no way define, limit, extend, or describe

1 the scope of this Stipulation of Settlement or any provision hereof. Each term of
2 this Stipulation of Settlement is contractual and not merely a recital.

3
4 **MODIFICATION**

5 28. This Stipulation of Settlement may not be changed, altered, or
6 modified, except in writing and signed by the Parties hereto, and approved by the
7 Court. This Stipulation of Settlement may not be discharged except by
8 performance in accordance with its terms or by a writing signed by the Parties
9 hereto and approved by the Court.
10

11 **INTEGRATION CLAUSE**

12
13 29. This Stipulation of Settlement (including the exhibits) contains the
14 entire agreement between the Parties relating to the Settlement and transaction
15 contemplated hereby, and all prior or contemporaneous agreements,
16 understandings, representations, and statements, whether oral or written and
17 whether by a party or such party's legal counsel, are merged herein. No rights
18 hereunder may be waived except in writing.
19
20

21 **BINDING ON ASSIGNS**

22 30. This Stipulation of Settlement shall be binding upon and inure to the
23 benefit of the Parties hereto and their respective heirs, trustees, executors,
24 administrators, successors, and assigns.
25
26

CLASS COUNSEL SIGNATORIES

31. It is agreed that because of the large number of Settlement Class Members, it is impossible or impractical to have each Settlement Class Member execute this Stipulation of Settlement. The Class Notice will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if this Stipulation of Settlement were executed by each member of the Settlement Class.

COUNTERPARTS

32. This Stipulation of Settlement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement, which shall be binding upon and effective as to all Parties.

1 DATED: January __, 2016

UPLAND VINEYARDS L.L.C.

2
3
4 By: Steve Newland

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7 Its: owner

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12 DATED: December 30, 2015

Ulises Alvarez Román
ULISES ALVAREZ
Plaintiff and Class Representative

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STIPULATION OF SETTLEMENT AND
RELEASE BETWEEN PLAINTIFFS AND
DEFENDANT - 24
CASE NO. 1:15-CV-03185

COLUMBIA LEGAL SERVICES
6 South Second Street, Suite 600
Yakima, WA 98901
(509) 575-5593

1 DATED: December 30, 2015

COLUMBIA LEGAL SERVICES

2
3
4 By: 

5 DAVID SOLIS

6 Counsel for Plaintiffs

7
8
9 DATED: January __, 2016

STOKES LAWRENCE VELIKANJE
MOORE & SHORE

10
11
12
13 By: 

14 Brendan Monahan

15 Counsel for Defendant

16 UPLAND VINEYARDS L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of January, 2016, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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And I hereby certify that I have mailed by United States Postal Service the document to the following non-CM/ECF participants: None.


Elvia F. Bueno